

12/10/04

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Attorney Docket No. 33847/US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of:

Christopher S. Conroy et al.

Appl. No.: 10/771,580

Filed: February 3, 2004

For: BICYCLE SEAT POST

Confirmation No.: 3813

Group Art Unit: 3618

Examiner: Not Yet Assigned

**COMBINED POWER OF ATTORNEY BY ASSIGNEE  
AND SUBMISSION UNDER 37 C.F.R. §§ 3.71 AND 3.73(b)**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

As an officer of Yeti Cycling, LLC ("assignee"), a Delaware corporation, I hereby certify that the undersigned is a representative authorized and empowered to sign on behalf of the assignee, and that to the best of assignee's knowledge and belief it is the assignee of the entire right, title and interest in and to the above-referenced patent application by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application identified above,  
☒ 1. a copy of which is attached; or  
☐ 2. which is recorded in the U.S. Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, a copy of which is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the U.S. Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, a copy of which is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the U.S. Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or a copy of which is attached.

Assignee hereby appoints on its behalf the following patent attorneys to prosecute the patent application identified above and to transact all business in the Patent Office connected therewith:

Dorsey & Whitney LLP  
USPTO Customer No. 20686

Pursuant to 37 C.F.R. § 3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventors.

Send all correspondence relating to this matter to:

Dorsey & Whitney LLP  
USPTO Customer No. 20686


Direct all telephone calls to **Lee R. Osman** at **303-629-3434**.

The undersigned hereby declares that all statements made herein of his/her own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, § 1001 and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signed this 19<sup>th</sup> day of November, 2004.

ASSIGNEE:

YETI CYCLING, LLC

By   
Name: Christopher S. Conroy  
Title: President  
Address: 600 Corporate Circle, Unit D  
Golden, Colorado 80404

## ASSIGNMENT

WHEREAS, we, Christopher S. Conroy and Steven W. Hoogendoorn, whose post office addresses appear below, have made a certain new and useful invention relating to a BICYCLE SEAT POST for which we have made application for Letters Patent of the United States, which application may be identified in the United States Patent Office as Application No.10/771,580 filed on February 3, 2004, for BICYCLE SEAT POST, and

WHEREAS, we now own the entire right, title and interest therein; and

WHEREAS, Yeti Cycling, LLC, whose post office address is 600 Corporate Circle, Unit D, Golden, Colorado 80401, is desirous of acquiring the entire interest in and to said invention, said application or any continuation, continuation-in-part, divisional, renewal, or substitute thereof, international and foreign and regional applications corresponding thereto, and the Letters Patent, or any reissue or reexamination thereof, to be obtained therefor:

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to us in hand paid, the receipt and sufficiency of which are hereby acknowledged, we have sold, assigned, and set over and by these presents do hereby sell, assign and set over unto the said Yeti Cycling, LLC, and said assignee's legal representatives, successors and assigns, the entire right, title and interest in and to said invention, said application or any continuation, continuation-in-part, divisional, renewal or substitute thereof, international and foreign and regional applications corresponding thereto, and the Letters Patent, both foreign and domestic, that may or shall issue thereon, or any reissue or reexamination thereof; and we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above-mentioned assignee, consistent with the terms of this Assignment.

We HEREBY AUTHORIZE the above-mentioned assignee to insert in this instrument the filing date and application number of said application.

UPON SAID CONSIDERATION, we hereby covenant and agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will, at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance

in making application for and obtaining original, continuation, continuation-in-part, divisional, renewal, reissued or extended Letters Patent of the United States, or of any and all foreign countries, on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals on the date indicated below.

11/19, 2004

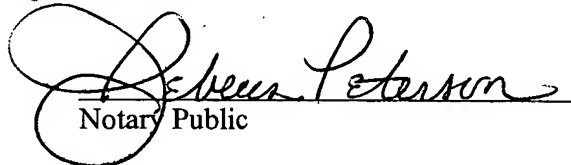
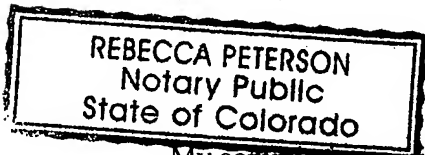


Christopher S. Conroy  
3377 Velvet Ash  
Evergreen, Colorado 80439

STATE OF COLORADO )  
COUNTY OF Jefferson ) ss.

On this 19<sup>th</sup> day of November, 2004, before me a notary public in and for said county, appeared Christopher S. Conroy who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

(S E A L)

  
Notary Public

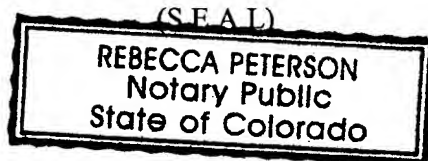
My commission expires: 11.21.2006

11.19, 2004

Steven W. Hoogendoorn  
127 Timber Lane  
Evergreen, Colorado 80439

STATE OF COLORADO )  
COUNTY OF JEFFERSON ) ss.

On this 19<sup>th</sup> day of November, 2004, before me a notary public in and for said county, appeared Steven W. Hoogendoorn who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.



Rebecca Peterson  
Notary Public

My commission expires: 11.21.2006